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5 Attorneys for Plaintiff
 B&O Manufacturing, Inc.

12 **B&O MANUFACTURING, INC.,**

13 Plaintiff,

14 v.

15 **HOME DEPOT U.S.A., INC.,**

16 Defendant.

Case No.: C 07-02864 JSW

**EVIDENTIARY OBJECTIONS TO
 MEMORANDUM OF POINTS AND
 AUTHORITIES IN SUPPORT OF
 MOTION TO TRANSFER VENUE TO
 THE NORTHERN DISTRICT OF
 GEORGIA AND TO DISMISS COUNTS
 TWO THROUGH FIVE OF
 PLAINTIFF'S SECOND AMENDED
 COMPLAINT**

Date: November 2, 2007
 Time: 9:00 a.m.
 Ctrm: 2, 17th Floor
 Judge: Hon. Jeffrey S. White

22 Plaintiff B&O Manufacturing, Inc. hereby objects to Defendant's Memorandum of Ps and As
 23 in Support of Motion to Transfer Venue to the Northern District of Georgia and to Dismiss Counts
 24 Two Through Five of Plaintiff's Second Amended Complaint as follows:

	<u>REFERENCE</u>	<u>OBJECTIONS</u>
26 1.	General Objection.	None of Defendant's purported facts, as 27 contained within its " INTRODUCTION " is

		in compliance with applicable Rules of Evidence. Defendant, in its “ INTRODUCTION ,” fails to refer to any evidence whatsoever, let alone admissible evidence. All evidence submitted to the Court in support of Defendant’s Motion must be admissible. <i>Traveler’s Casualty Ins. Co. of America v. TelStar Contrustion Company</i> , D. Ariz. 252 F. Supp. 917, 922 (2003); N.D.Cal. Local Rule 7-5(b). Defendant makes many statements without any evidentiary support whatsoever.
		<input type="checkbox"/> Sustained <input type="checkbox"/> Overruled
15	2. Page 2:20-21, commencing with “The,” and ending with “million.”	Local Rule 7-5(a) and (b). No evidentiary support. See ¶ 1 (General Objection).
16		<input type="checkbox"/> Sustained <input type="checkbox"/> Overruled
17	3. Page 2:21-22, commencing with “further.”	Local Rule 7-5(a) and (b). No evidentiary support. See ¶ 1 (General Objection).
18		<input type="checkbox"/> Sustained <input type="checkbox"/> Overruled
19	4. Page 2:21-25, commencing with “Despite,” and ending with “time.”	Local Rule 7-5(a) and (b). No evidentiary support. See ¶ 1 (General Objection).
20		<input type="checkbox"/> Sustained <input type="checkbox"/> Overruled
21	5. Page 3:3-4 commencing with the first	Local Rule 7-5(a) and (b). No evidentiary
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1	“B&O.”	support. See ¶ 1 (General Objection). <input type="checkbox"/> Sustained <input type="checkbox"/> Overruled
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4	6. Page 3:8-9 commencing with the first “Home Depot,” ending with “issue.”	Local Rule 7-5(a) and (b). No evidentiary support. See ¶ 1 (General Objection). <input type="checkbox"/> Sustained <input type="checkbox"/> Overruled
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8	7. Page 3:10-12, commencing with “B&O.”	Local Rule 7-5(a) and (b). No evidentiary support. See ¶ 1 (General Objection). <input type="checkbox"/> Sustained <input type="checkbox"/> Overruled
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12	8. Page 7:14-17, commencing with “Moreover.”	Local Rule 7-5(a) and (b). No evidentiary support. Speculation. See ¶ 1 (General Objection). <input type="checkbox"/> Sustained <input type="checkbox"/> Overruled
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17	9. Page 7, footnote 2.	Local Rule 7-5(a) and (b). No evidentiary support. Speculation. See ¶ 1 (General Objection). <input type="checkbox"/> Sustained <input type="checkbox"/> Overruled
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24	Dated: September 24, 2007	RICE & BRONITSKY
25		
26		By: <u>/s/ Paul E. Rice</u>
27		Paul E. Rice
28		Attorneys for Plaintiff
		B&O MANUFACTURING, INC.